

# **Land Bank Board of Trustees Meeting**

**October 26, 2015**

**City Commission Room, 700 N. Jefferson, Junction City KS 66441**

**Mick McCallister**

**Michael Ryan**

**Pat Landes**

**Jim Sands**

**Phyllis Fitzgerald**

**1. 5:00 P.M. - CALL TO ORDER:**

**2. NEW BUSINESS:**

**a.** Consideration of a grant of easement to Kansas Gas Service.

**3. ADJOURNMENT:**

## **Land Bank Board of Trustees Meeting**

### **Backup material for agenda item:**

- a. Consideration of a grant of easement to Kansas Gas Service.

# **City of Junction City**

## **Land Bank**

### **Agenda Memo**

10-23-2015

**From:** Allen J. Dinkel, City Manager  
**To:** Land Bank  
**Subject:** **Grant of Easement unto Kansas Gas Service**

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**Objective:** Due to highway construction on Highway US 77, the Kansas Gas Service, a division of One Gas, Inc. needs to obtain a construction easement and a temporary easement across, over, and under land owned by the Junction City Land Bank.

**Explanation of Issue:** Following a series of discussions with Kansas Gas Service in where different compensations for the easements were considered, Kansas Gas Service made an offer of \$80,000 for the easement. This is broken down as \$20,000 each for lots 10,11,18,19 in Block 1, Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas. No consideration will be given for lot 17. The Land Bank will not receive compensation for the temporary easement. Kansas Gas Service will restore the disturbed area upon the pipeline installation, and will settle damages with compensation if needed. A representative of the Kansas Gas Service will be present at the meeting and they will be prepared to close with final executed documents and payment.

**Budget Impact:** The Land Bank will be compensated in the amount of \$80,000 for the easement and will still retain ownership of the property.

**Staff Recommendation:** Accept the offer and approve the easement documents.

**Attachments:** Grant of Right of Way and Temporary Easement documents and correspondence with Kansas Gas Service showing the offer of \$80,000.

Prairie Ridge Add. #2  
Junction City, Ks.

#### GRANT OF RIGHT OF WAY

For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned Grantor does hereby grant, convey and warrant unto Kansas Gas Service, a division of ONE Gas, Inc., hereinafter referred to as Grantee, its successors, assigns and lessees, the right, privilege and easement to lay, construct, maintain, alter, inspect, repair, replace, protect, relocate, change the size of, operate and remove a pipe line or lines, service taps, distribution facilities, valves, regulators, and other equipment appurtenant thereto, for the transportation and distribution of oil or gas in, under, upon, across, over and through certain lands owned by Grantor situated in Geary County, State of Kansas, specifically described as follows:

A strip of land with variable widths located in Lots 10,11,17,18 and 19, all in Block 1, Prairie Ridge Addition, Unit No.2 to Junction City, Geary County, Kansas (Patriot Drive), boundary of said strip identified on Exhibit A attached hereto and made a part hereof,

together with the right of ingress to and egress from the above described land and contiguous land owned by Grantor. In exercising its right of access Grantee shall, whenever practicable, use existing roads or lanes.

Pipelines shall be laid at a minimum depth of 2.5 feet below the surface of said land of Grantor.

Grantee shall have the right to clear and keep clear brush, trees, shrubbery, roots, buildings and other obstructions which, in Grantee's judgment, may interfere with the safe, proper and expeditious laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipe line, lines and facilities, or any part thereof, within or upon the above described land.

Grantor hereby covenants and agrees that no building, structure, engineering works or any other obstructions will be created, built, erected or constructed on, over or within the above described tract, and after pipe lines are in place, Grantor shall not change the topography of the terrain over the pipe lines without the prior approval and written consent of the Grantee.

Grantee shall repair any physical damage to property of Grantor, or pay any substantial damages on account of physical injury to property of Grantor, by the laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipe line, lines, and facilities.

Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by the Grantor, one to be appointed by the Grantee, and the third to be chosen by the two so appointed. The damages determined by such persons, or a majority of them shall be conclusive as to the facts.

The Grantor, his heirs, successors, assigns and lessees, may use and enjoy the above described land, provided such use does not, in the judgment of Grantee, interfere with the uses and purposes thereof herein granted to Grantee.

This grant shall be binding upon the heirs, successors and assigns of the undersigned.

WITNESS the hand of the Grantor(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**THE JUNCTION CITY LAND BANK**

By \_\_\_\_\_  
Mick McCallister, Mayor

By \_\_\_\_\_  
Tyler Ficken, City Clerk

**MUNICIPAL ACKNOWLEDGMENT**

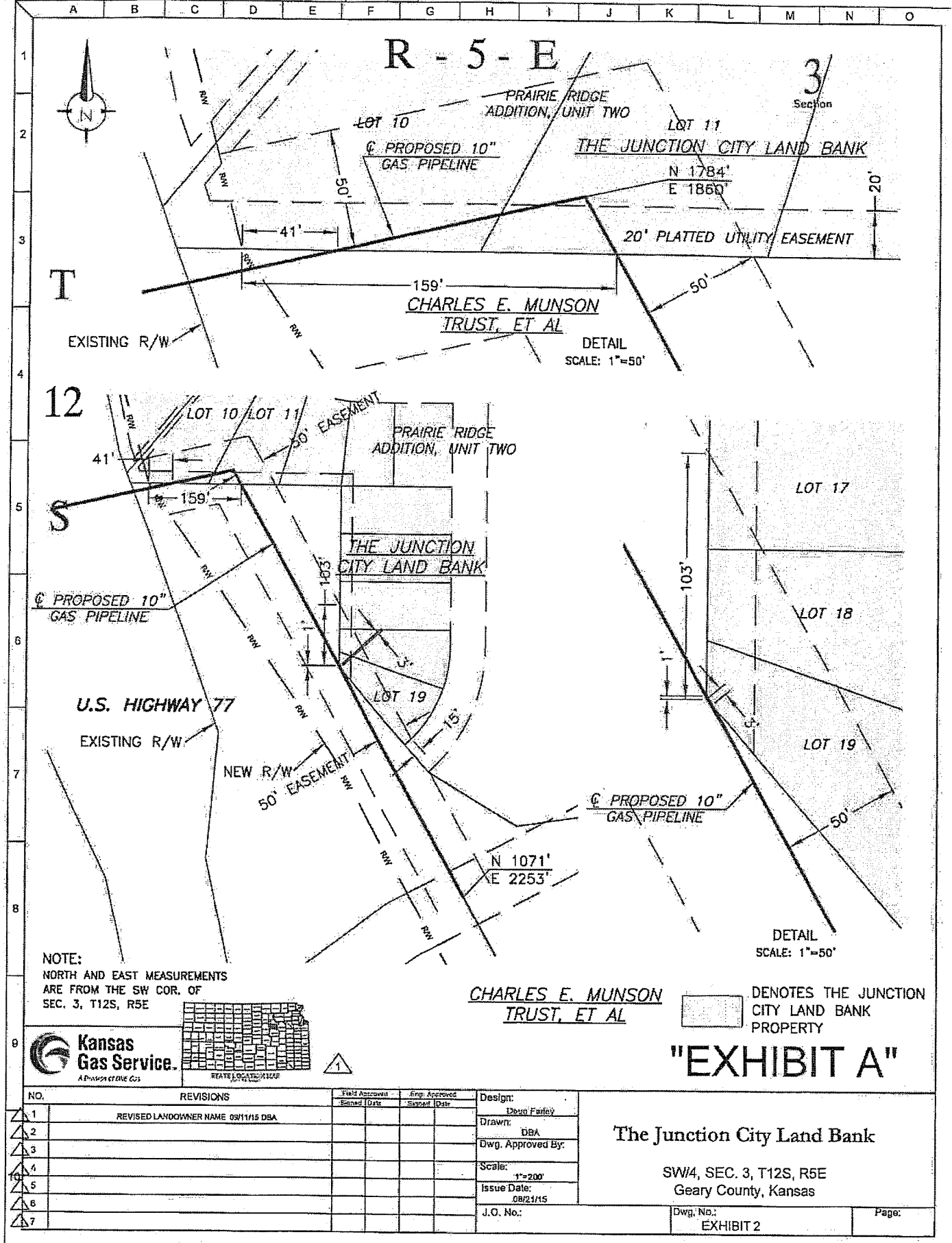
STATE OF Kansas                    )  
  ) SS:  
COUNTY OF Geary                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, a Notary Public in and for said County and State aforesaid, personally appeared Mick McCallister and Tyler Ficken, to me personally known, being by me duly sworn, did say that the said Mick McCallister is the Mayor, and said Tyler Ficken is the City Clerk of the City of, Junction City, Kansas the municipality that executed the foregoing instrument, and that said instrument was signed, sealed and delivered in the name and on behalf of said Municipality by authority of its Council and they acknowledge said instrument to be the free and voluntary act and deed of said corporation.

WITNESS my hand and seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My Appointment Expires:  
\_\_\_\_\_



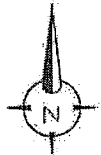
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Section



W 1/4 COR  
SEC 3,  
T12S, R5E

Prairie Ridge Addition  
Unit No. 2

THE JUNCTION CITY  
LAND BANK

3

N 1784'  
E 1860'

PROPOSED 10"  
GAS PIPELINE

SPRING VALLEY ROAD

EXCEPTION

50' EASEMENT  
50' EASEMENT

U.S. HIGHWAY 77

SW COR  
SEC 3,  
T12S, R5E

HIGHWAY K-18

S 1/4 COR  
SEC 3,  
T12S, R5E

DESCRIPTION:

Lots 1 thru 19, Block 1, Prairie Ridge Addition, Unit Two to Junction City, Geary County, Kansas.

NOTE:

NORTH AND EAST MEASUREMENTS  
ARE FROM THE SW COR. OF  
SEC. 3, T12S, R5E



DENOTES THE JUNCTION  
CITY LAND BANK  
PROPERTY



"EXHIBIT A"

NO.	REVISIONS	Field Approved Signed: _____ Date: _____	Eng. Approved Signed: _____ Date: _____	Design: _____ Drawn: DBA Dwg. Approved By: _____ Scale: 1"=500' Issue Date: 08/21/15 J.O. No.:
1	REVISED LANDOWNER NAME 08/17/15 DBA			
2				
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10				

The Junction City Land Bank

SW/4, SEC. 3, T12S, R5E  
Geary County, Kansas

Dwg. No.:

EXHIBIT 2

Page:

## TEMPORARY CONSTRUCTION EASEMENT

**KNOW ALL BY THESE PRESENTS** that The Junction City Land Bank, the Grantors herein, for and in consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, and other good and valuable considerations, does by these presents grant and convey unto Kansas Gas Service, a division of ONE Gas, Inc., the Grantee herein, its successors and assigns, a temporary construction easement, across, over, and under the following described land, to wit:

Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, Block 1, Prairie Ridge Addition, Unit No. 2 to the City of Junction City, Geary County, Kansas

The rights granted to the Grantee herein, and the rights reserved to the Grantor are as follows, to wit:

Grantee, its successors and assigns, shall have the temporary right to survey, occupy, and generally use for construction activities for the period of time from the commencement to completion of all construction activities relating to the installation of a single ten (10) inch natural gas pipeline on, over and through the temporary easement. Such rights to be temporarily exercised by the Grantee shall include that of ingress and egress; removal, trimming and clearing away of any trees, rocks, shrubs, roots, limbs or surfacing material located on or overhanging or extending onto the temporary easement and which interfere with or jeopardize the construction activities; and the storage of materials and equipment.

Within a reasonable time after the completion of the pipeline installation on, over under and through the temporary easement, the Grantee shall cause any logs, limbs, roots, rock, brush, unreuseable surfacing materials, and all construction and maintenance materials to be removed and disposed of, and shall also cause all excavation to be completely filled and sufficiently tamped to an appropriate elevation to prevent settling, with grass areas reseeded and any fencing restored to its former condition, and paving restored to its former elevation and condition without the obligation of maintenance, and all surplus soil, rock and debris completely removed from the premises. Any re-entry upon the temporary easement for corrective construction prior to the completion of all construction activities for the entire pipeline project shall be subject to the same requirements for clearing and restoration.

During the existence of the temporary construction easement, the owners, their tenants, heirs and assigns may cultivate and fully use and enjoy the land within the temporary construction easement provided that no improvements or materials shall be placed thereon and such uses and activities shall not interfere with or jeopardize the construction activities of the Grantee granted or authorized herein. This temporary construction easement shall be binding upon the heirs, successors, and assigns of the undersigned.

This Temporary Easement herein granted shall begin upon commencement of construction activities for installation of said ten inch pipeline, and shall terminate ninety (90) days thereafter.

**TO HAVE AND TO HOLD**, unto the said Grantee, its successors and assigns with all of the rights, privileges, appurtenances, and immunities thereto appertaining and belonging so long as used for the purposes herein described.



IN WITNESS WHEREOF, the said Grantor has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**THE JUNCTION CITY LAND BANK**

BY: \_\_\_\_\_  
Mick McCallister, Mayor

BY: \_\_\_\_\_  
Tyler Ficken, City Clerk

**MUNICIPAL ACKNOWLEDGMENT**

STATE OF Kansas                                 )  
  ) SS:  
COUNTY OF Geary                                 )

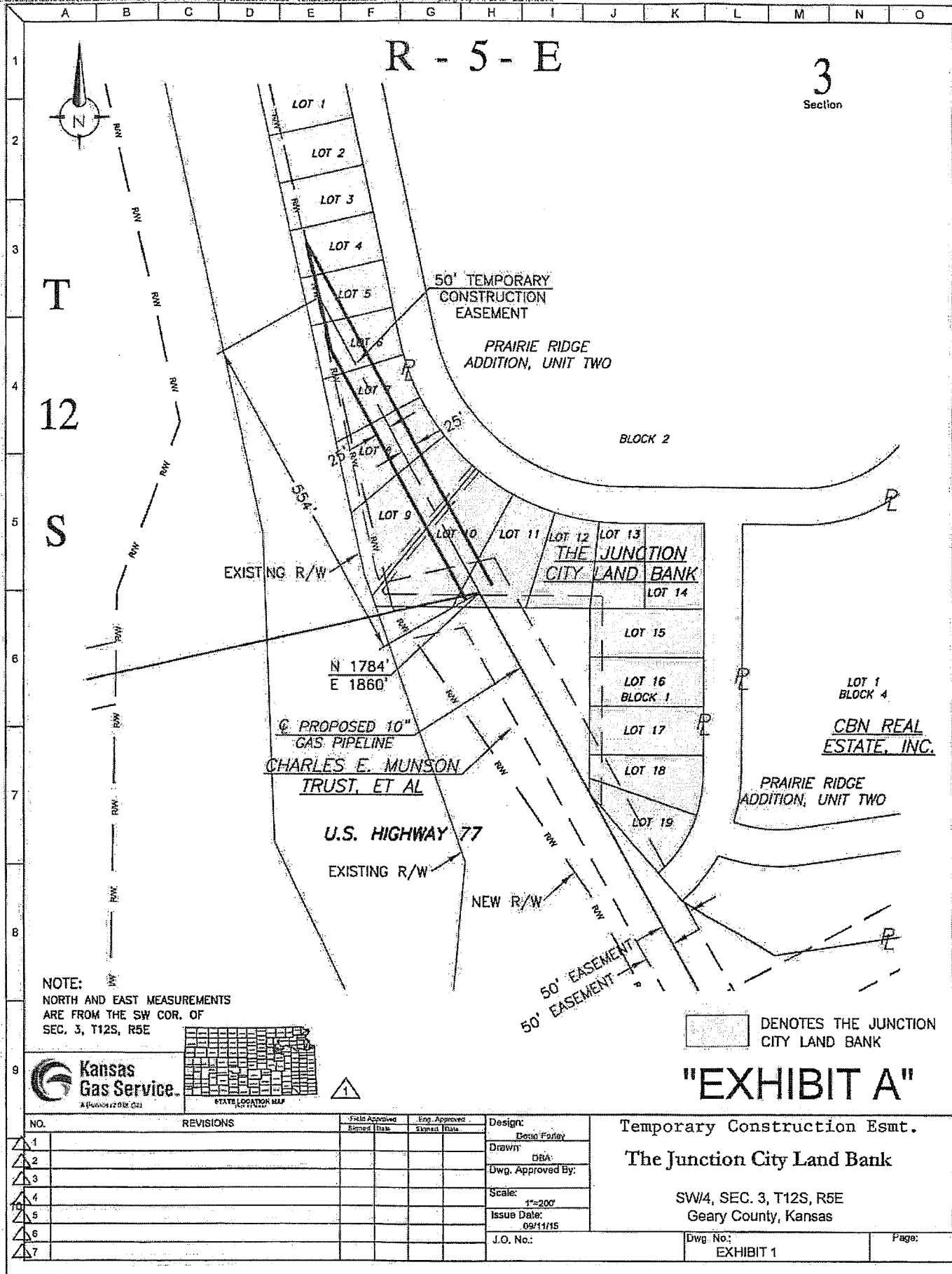
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, a Notary Public in and for said County and State aforesaid, personally appeared Mick McCallister and Tyler Ficken, to me personally known, being by me duly sworn, did say that the said Mick McCallister is the Mayor, and said Tyler Ficken is the City Clerk of the City of, Junction City, Kansas the municipality that executed the foregoing instrument, and that said instrument was signed, sealed and delivered in the name and on behalf of said Municipality by authority of its Council and they acknowledge said instrument to be the free and voluntary act and deed of said corporation.

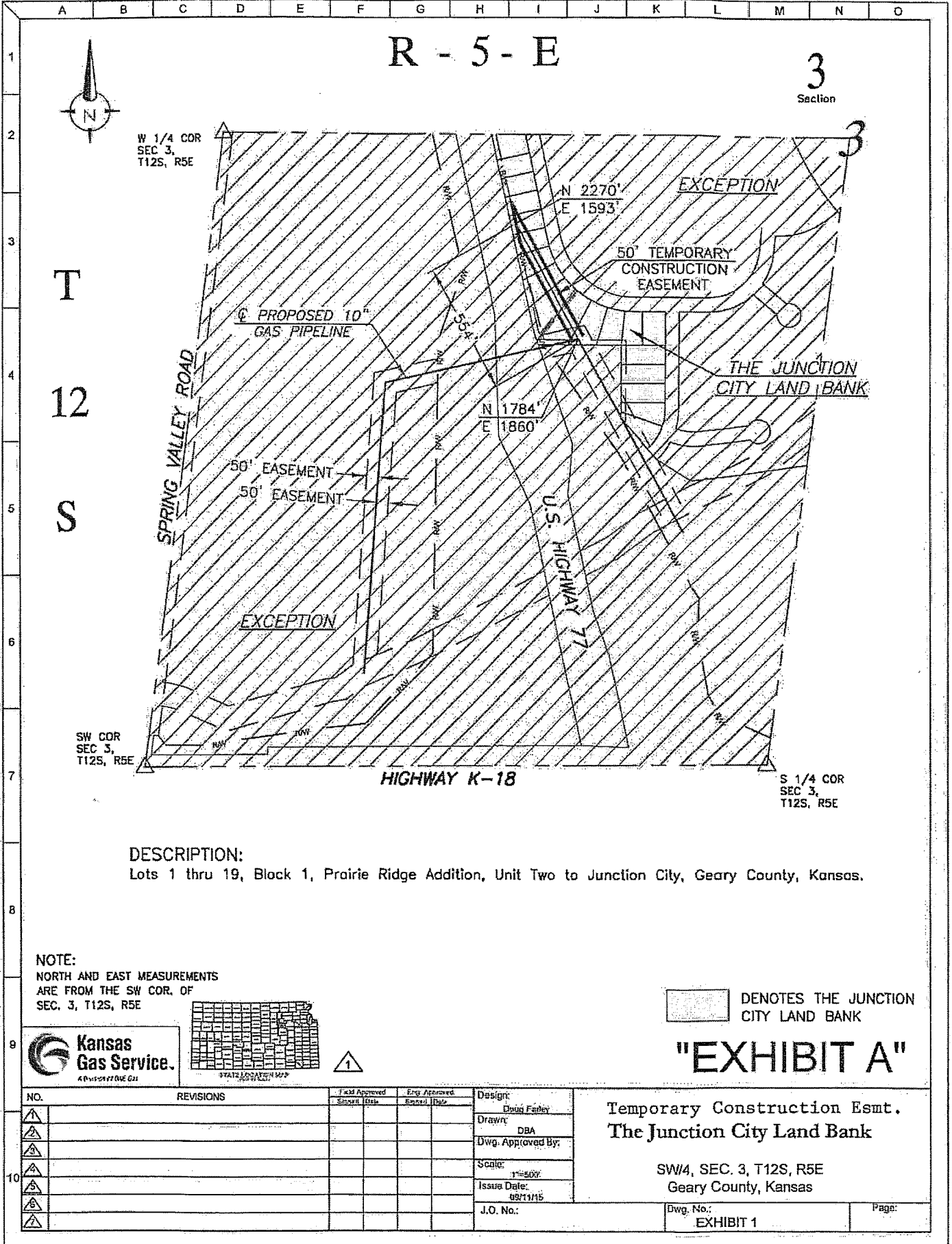
WITNESS my hand and seal the day and year last above written.

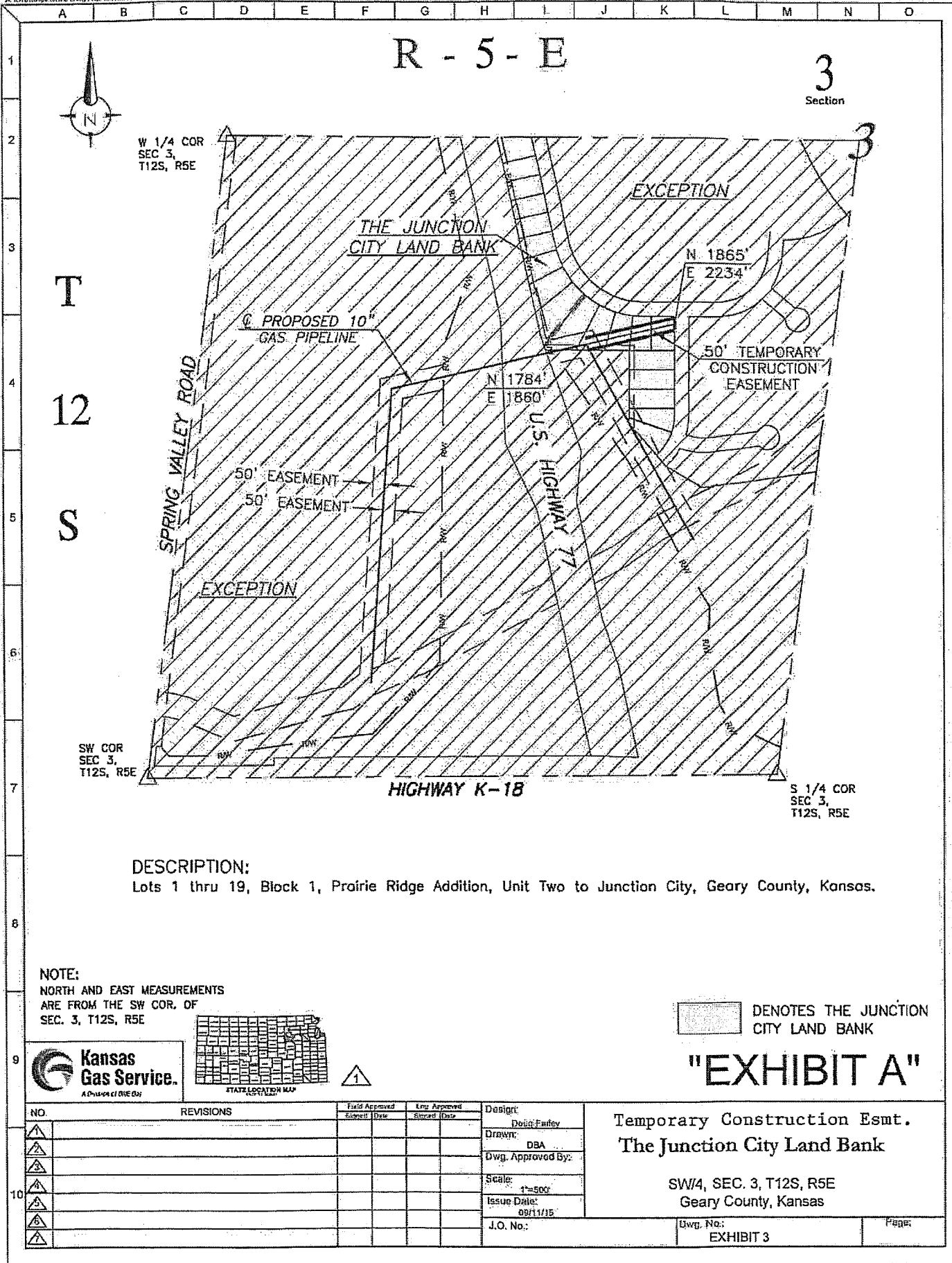
\_\_\_\_\_  
Notary Public

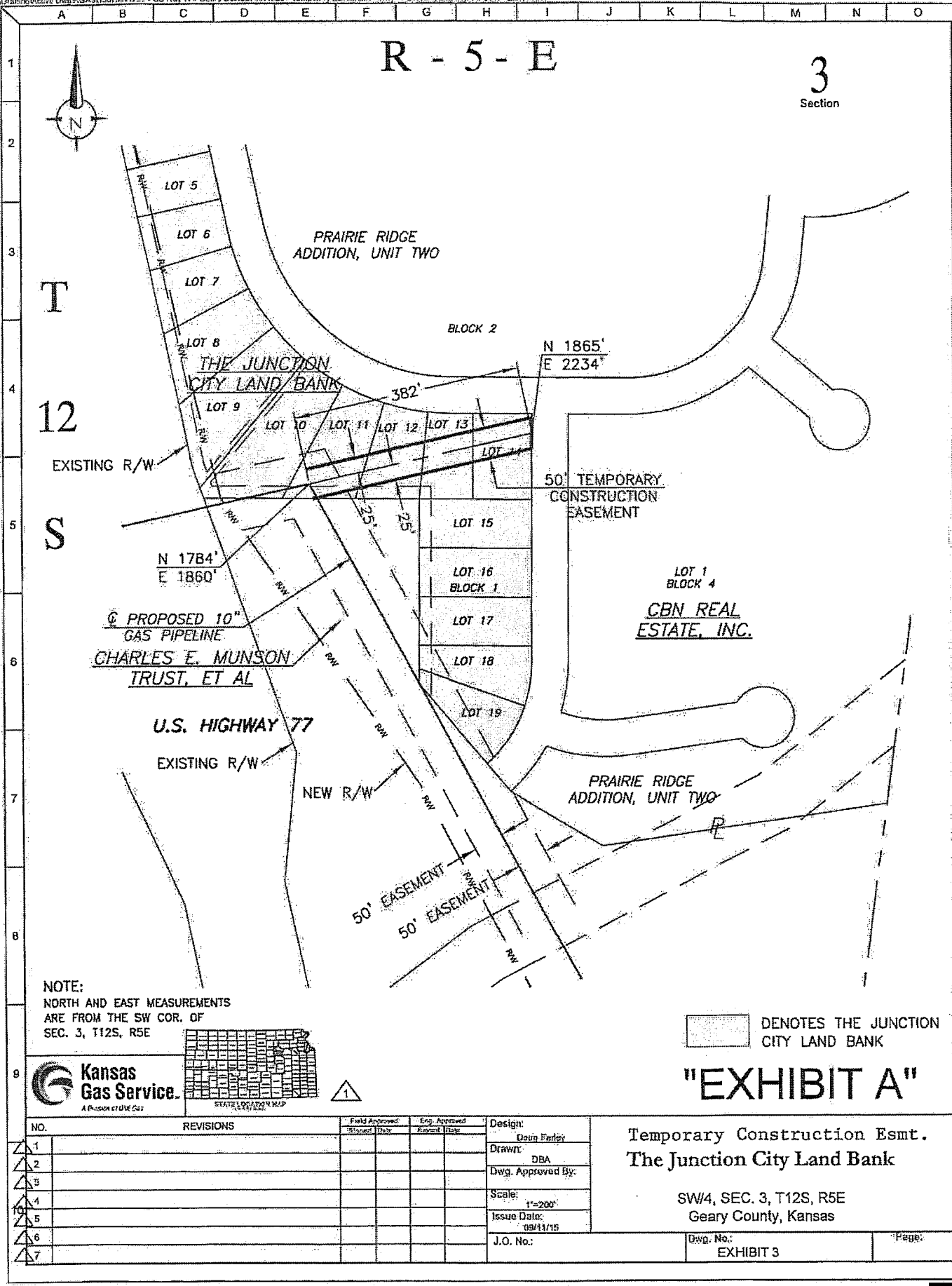
My Appointment Expires:

\_\_\_\_\_









NOTE:  
NORTH AND EAST MEASUREMENTS  
ARE FROM THE SW COR. OF  
SEC. 3, T12S, R5E



□ DENOTES THE JUNCTION  
CITY LAND BANK

# "EXHIBIT A"

NO.	REVISIONS	Field Approved Aligned Date	Eng. Approved Aligned Date
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Design:  
Dawn Farley  
Drawn:  
DBA  
Dwg. Approved By:  
Scale:  
1"=200'  
Issue Date:  
09/11/15  
J.O. No.:

Temporary Construction Esmt.  
The Junction City Land Bank

SW/4, SEC. 3, T12S, R5E  
Geary County, Kansas

Dwg. No.:  
EXHIBIT 3  
Page:

## Dinkel, Allen

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**From:** Barta, Jared M. <Jared.Barta@onegas.com>  
**Sent:** Tuesday, October 20, 2015 4:06 PM  
**To:** Yearout, David; Dinkel, Allen; Rogers, Jeff G  
**Cc:** Farley, Doug; Crouse, Lynn; Beatty, Cheryl; Logan, Catherine; Finger, Kristofer; Settles, Shawna  
**Subject:** RE: Kansas Gas Service pipeline r/w and Temporary Construction Esmt., Prairie Ridge Addition Unit No. 2

David and Allen,

It was a pleasure meeting with city personnel yesterday to discuss the gas pipeline (and other utility) relocation due to US-77/K-18 interchange improvements by KDOT. While we contemplated outside of the box, we have been advised of a couple issues that may prevent KGS pursuing some of the options discussed in the meeting. First, our business is run separately between transmission and distribution, and while the gas pipeline relocation is a high pressure transmission line, we wish not to intermingle the two departments. Second, KDOT is responsible for a percentage of the pipeline relocation cost which includes acquisition of right of way costs. Exchanging transmission line relocation for distribution service(s), we find it difficult to obtain reimbursement from KDOT with future expenses. With these two factors we would like to bring this to closure with a cash settlement for the acquisition of the necessary easement(s)/right of way for the proposed gas pipeline as outlined below.

- Compensate \$20,000 per lot for Lots: 10, 11, 18 & 19.
  - Total of \$80,000
- With Lot 17 proposed easement being mostly inside an already established utility easement there is no compensation for this lot.

Please present this information and let us know if you find it acceptable. Thank you for your attention to this matter.

Regards,

**Jared Barta**

Right of Way & Damages Agent  
P: 785-271-3042, C: 785-249-7439, F: 785-271-3039  
[Jared.Barta@onegas.com](mailto:Jared.Barta@onegas.com)



501 SW Gage Blvd, Topeka, KS 66606 | [kansasgasservice.com](http://kansasgasservice.com)

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**From:** Yearout, David [mailto:David.Yearout@jcks.com]  
**Sent:** Tuesday, October 13, 2015 4:43 PM  
**To:** Dinkel, Allen; Rogers, Jeff G  
**Cc:** Farley, Doug; Crouse, Lynn; Barta, Jared M.; Beatty, Cheryl; Logan, Catherine; Finger, Kristofer; Settles, Shawna  
**Subject:** [External] RE: Kansas Gas Service pipeline r/w and Temporary Construction Esmt., Prairie Ridge Addition Unit No. 2

Jeff –

Based on Allen's comments, I am asking that we schedule the meeting for Monday, October 19, 2015, at 1:30 here at the Junction City Municipal Building in the 2<sup>nd</sup> Floor Conference Room. Shawna Settles, the Administrative Secretary for Mr. Dinkel will be sending a meeting notice on this.

Thank you.

David L. Yearout, AICP, CFM, Director  
Junction City/Milford/Geary County Planning & Zoning  
700 North Jefferson  
P.O. Box 287  
Junction City, KS 66441  
Phone: (785) 238-3103 x 113  
Fax: (785) 210-1909  
Cell: (785) 209-1729  
Email: [david.yearout@jcks.com](mailto:david.yearout@jcks.com)  
Web: [www.junctioncity-ks.gov](http://www.junctioncity-ks.gov)

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**From:** Dinkel, Allen  
**Sent:** Monday, October 12, 2015 10:02 AM  
**To:** Rogers, Jeff G <[Jeff.Rogers@onegas.com](mailto:Jeff.Rogers@onegas.com)>  
**Cc:** Yearout, David <[David.Yearout@jcks.com](mailto:David.Yearout@jcks.com)>; Farley, Doug <[Doug.Farley@onegas.com](mailto:Doug.Farley@onegas.com)>; Crouse, Lynn <[Lynn.Crouse@onegas.com](mailto:Lynn.Crouse@onegas.com)>; Barta, Jared M. <[Jared.Barta@onegas.com](mailto:Jared.Barta@onegas.com)>; Beatty, Cheryl <[Cheryl.Beatty@jcks.com](mailto:Cheryl.Beatty@jcks.com)>; Logan, Catherine <[clogan@lathropgage.com](mailto:clogan@lathropgage.com)>; Finger, Kristofer <[kristofer.finger@jcks.com](mailto:kristofer.finger@jcks.com)>  
**Subject:** Re: Kansas Gas Service pipeline r/w and Temporary Construction Esmt., Prairie Ridge Addition Unit No. 2

The date would work. Can we slide to 1:30?

Allen

Sent from my iPhone

On Oct 12, 2015, at 10:57 AM, Rogers, Jeff G <[Jeff.Rogers@onegas.com](mailto:Jeff.Rogers@onegas.com)> wrote:

David/Allen:

Monday, October 19<sup>th</sup> 1pm appears to be the only date available regarding KGS personnel meeting with City of Junction City officials the week of the 19<sup>th</sup>. Does the 19<sup>th</sup> work with everyone's schedules?

Jeff  
785-271-3044

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**From:** Dinkel, Allen [<mailto:allen.dinkel@jcks.com>]  
**Sent:** Friday, October 09, 2015 11:09 PM  
**To:** Yearout, David  
**Cc:** Rogers, Jeff G; Barta, Jared M.; Beatty, Cheryl; Logan, Catherine; Finger, Kristofer  
**Subject:** [External] Re: Kansas Gas Service pipeline r/w and Temporary Construction Esmt., Prairie Ridge Addition Unit No. 2

Jeff I would like for a meeting with me and my staff to discuss issues and options. I will be out of the city attending a conference in Washington until Thursday

Please advise of good dates for your b

Allen

Sent from my iPhone

On Oct 9, 2015, at 9:46 AM, Yearout, David <[David.Yearout@jcks.com](mailto:David.Yearout@jcks.com)> wrote:

Jeff –

Thanks for the response. It is not my call, but I believe the intent is to initially discuss with the City Manager, Allen Dinkel, and others first before we take anything to the City Commission/Land Bank Board of Trustees. I will let Mr. Dinkel answer that. Otherwise, we will do what we can to make our schedules work.

*David L. Yearout, AICP, CFM, Director*  
Junction City/Milford/Geary County Planning & Zoning  
700 North Jefferson  
P.O. Box 287  
Junction City, KS 66441  
Phone: (785) 238-3103 x 113  
Fax: (785) 210-1909  
Cell: (785) 209-1729  
Email: [david.yearout@jcks.com](mailto:david.yearout@jcks.com)  
Web: [www.junctioncity-ks.gov](http://www.junctioncity-ks.gov)

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**From:** Rogers, Jeff G [<mailto:Jeff.Rogers@onegas.com>]  
**Sent:** Thursday, October 08, 2015 7:47 PM  
**To:** Yearout, David <[David.Yearout@jcks.com](mailto:David.Yearout@jcks.com)>  
**Cc:** Barta, Jared M. <[Jared.Barta@onegas.com](mailto:Jared.Barta@onegas.com)>  
**Subject:** RE: Kansas Gas Service pipeline r/w and Temporary Construction Esmt., Prairie Ridge Addition Unit No. 2

David,

Thank you for your response. I'll reach out to KGS operations personnel to arrange a meeting with you and Land Bank Board of Trustees next week for further discussions.

Jeff

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**From:** Yearout, David [<mailto:David.Yearout@jcks.com>]  
**Sent:** Thursday, October 08, 2015 5:34 PM  
**To:** Rogers, Jeff G  
**Cc:** Dinkel, Allen; Beatty, Cheryl; Logan, Catherine; Finger, Kristofer  
**Subject:** [External] RE: Kansas Gas Service pipeline r/w and Temporary Construction Esmt., Prairie Ridge Addition Unit No. 2

Jeff –



Sorry for not responding yesterday, but I've had my hands full.

This request was submitted to the Junction City Land Bank Board of Trustees, which is also the Junction City City Commission, on Tuesday night, October 6. By unanimous vote, the offer from Kansas Gas Service was unanimously rejected. Essentially, the original offer outlined in my email of September 24, 2015, stands as the City's position at this point in time.

We would request that all further discussion and negotiations on this issue be in person and not by email. The City Commission/Land Bank Board of Trustees may have other alternatives that we feel should be discussed, primarily regarding other Land Bank properties that do not presently have gas mains installed and we would like to explore how that might be addressed.

Please respond all and advise as to when you or other appropriate representatives of Kansas Gas would be available to discuss this further. Thank you.

*David L. Yearout, AICP, CFM, Director*  
Junction City/Milford/Geary County Planning & Zoning  
700 North Jefferson  
P.O. Box 287  
Junction City, KS 66441  
Phone: (785) 238-3103 x 113  
Fax: (785) 210-1909  
Cell: (785) 209-1729  
Email: [david.yearout@jcks.com](mailto:david.yearout@jcks.com)  
Web: [www.junctioncity-ks.gov](http://www.junctioncity-ks.gov)

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**From:** Rogers, Jeff G [<mailto:Jeff.Rogers@onegas.com>]  
**Sent:** Thursday, October 01, 2015 12:18 PM  
**To:** Yearout, David <[David.Yearout@jcks.com](mailto:David.Yearout@jcks.com)>  
**Subject:** RE: Kansas Gas Service pipeline r/w and Temporary Construction Esmt., Prairie Ridge Addition Unit No. 2

Thanks David.

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**From:** Yearout, David [<mailto:David.Yearout@jcks.com>]  
**Sent:** Thursday, October 01, 2015 10:53 AM  
**To:** Rogers, Jeff G  
**Cc:** Barta, Jared M.; Dinkel, Allen; Logan, Catherine; Beatty, Cheryl; Ficken, Tyler  
**Subject:** [External] RE: Kansas Gas Service pipeline r/w and Temporary Construction Esmt., Prairie Ridge Addition Unit No. 2

This is being forwarded to the City Manager and City Attorney. We will respond as soon as possible. Thank you.

*David L. Yearout, AICP, CFM, Director*  
Junction City/Milford/Geary County Planning & Zoning  
700 North Jefferson  
P.O. Box 287  
Junction City, KS 66441

Phone: (785) 238-3103 x 113  
Fax: (785) 210-1909  
Cell: (785) 209-1729  
Email: [david.yearout@jcks.com](mailto:david.yearout@jcks.com)  
Web: [www.junctioncity-ks.gov](http://www.junctioncity-ks.gov)

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**From:** Rogers, Jeff G [<mailto:Jeff.Rogers@onegas.com>]  
**Sent:** Thursday, October 01, 2015 10:26 AM  
**To:** Yearout, David <[David.Yearout@jcks.com](mailto:David.Yearout@jcks.com)>  
**Cc:** Barta, Jared M. <[Jared.Barta@onegas.com](mailto:Jared.Barta@onegas.com)>  
**Subject:** RE: Kansas Gas Service pipeline r/w and Temporary Construction Esmt., Prairie Ridge Addition Unit No. 2

David,

Kansas Gas Service certainly understands the scope and scale regarding KDOT K-18 interchange along with the impact to landowners regarding relocation of utilities. KGS doesn't agree with your suggestion Lots 10, 11, 17, 18 & 19 affected by KGS proposed pipeline right of way are unbuildable and declines to accept Junction City Land Bank's proposal to purchase the subject 5 Lots in fee and pay special assessments on each Lot.

It appears the existing westerly topography of Lots 10, 11, 17, 18 & 19 where KGS proposes to relocate their pipeline is predominantly unbuildable. The total square feet of said 5 Lots, according to the Prairie Ridge Addition plat, is 82,213 square feet. The total square feet of KGS proposed pipeline right of way is 20,362 or 33% of 82,213 square feet leaving 61,851 square feet as buildable (less platted building set back and utility easement). In addition +/- 5400 square feet of KGS proposed total pipeline right of way is platted as a utility easement within the Prairie Ridge Addition.

KGS counter offer to the Junction City Land Bank using a market value of each Lot @ \$5,000 x 5 Lots = \$25,000 x 33% = **\$ 8,250.00**

Let me know if the Junction City Land Bank accepts KGS \$8,250.00 offer.

Jeff  
785-271-3044

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**From:** Yearout, David [<mailto:David.Yearout@jcks.com>]  
**Sent:** Thursday, September 24, 2015 6:09 PM  
**To:** Rogers, Jeff G  
**Cc:** Barta, Jared M.; Dinkel, Allen; Beatty, Cheryl; Logan, Catherine; Finger, Kristofer; Ibarra, Ray  
**Subject:** [External] RE: Kansas Gas Service pipeline r/w and Temporary Construction Esmt., Prairie Ridge Addition Unit No. 2

Sorry for the delay in responding. Lots going on here.

We have met and talked about this proposal internally; as well as having some discussions with others that have been involved in a lot of issues related to this project that have resulted in the City having to address many issues because of the scope and

scale of the new interchange...including a major relocation of a sanitary sewer impacted by this project.

In short, the City believes there will be three to four of the lots in this subdivision...which are now in the name of the Junction City Land Bank....that will be "unbuildable" or significantly impacted such that it will be highly unlikely the City could find anyone willing to acquire the platted lot for building purposes. As such, the City believes the impacted lots should be acquired by Kansas Gas Service and the full ownership...following acquisition...becomes the responsibility of Kansas Gas Service.

It is also important for Kansas Gas Service to be aware these lots carry special assessments for the public improvements for the streets, sanitary sewers and storm drainage that will still be due and payable. Under the "policies" established by the Land Bank and the City of Junction City in marketing ALL Land Bank Lots, the intent is to recoup the full 20 years of special assessments for the public improvements and that none of those costs will be forgiven. The policy establishes the intent to "reamortize" those specials for a new 20-year period upon the sale of the lots. How this fact will figure into the actual negotiations for the Kansas Gas Service needs will be of primary importance as we move forward.

The Land Bank Lots that have been marketed to date have carried a minimum price of \$5,000.00 per lot...knowing that the City will recoup all 20-years of special assessments.

At this point, it is probably best for you to share this information with your people and respond with what they have to say. If desired; we can gather the information of the outstanding special assessments on these lots and can provide that to you; probably next week.

Again, I apologize for not responding sooner.

Please let us know what step we need to take next.

David L. Yearout, AICP, CFM, Director  
Junction City/Milford/Geary County Planning & Zoning  
700 North Jefferson  
P.O. Box 287  
Junction City, KS 66441  
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Fax: (785) 210-1909  
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Email: [david.yearout@jcks.com](mailto:david.yearout@jcks.com)  
Web: [www.junctioncity-ks.gov](http://www.junctioncity-ks.gov)

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**From:** Rogers, Jeff G [<mailto:Jeff.Rogers@onegas.com>]

**Sent:** Tuesday, September 15, 2015 10:09 AM

**To:** Yearout, David <[David.Yearout@jcks.com](mailto:David.Yearout@jcks.com)>

**Cc:** Barta, Jared M. <[Jared.Barta@onegas.com](mailto:Jared.Barta@onegas.com)>

**Subject:** Kansas Gas Service pipeline r/w and Temporary Construction Esmt., Prairie Ridge Addition Unit No. 2

David,

Pursuant to our phone conversation last week regarding Kansas Gas Service (KGS) pipeline relocation as a result of KDOT improvements to the intersection of K-18 and US Hwy 77, I attach KGS proposed permanent pipeline Grant of Right of Way with accompanying Acknowledgment and Exhibit A identifying a boundary of KGS pipeline Right of Way affecting Lots 10, 11, 17, 18 and 19, and KGS proposed Temporary Construction Easement temporarily affecting Lots 4, 5, 6, 7, 8, 9, 10, 12, 13 and 14 all in the Prairie Ridge Addition Unit No. 2 to Junction City, Geary County, Kansas.

The temporary construction easement will allow KGS to fabricate a ten-inch pipeline to accommodate a road bore under US Hwy 77, and a second bore under portions of said Prairie Ridge Addition and that portion of Robert, Charles and Rick Munson tract in the SW¼ 3-12-5 south of said Prairie Ridge Addition.

Following your review please forward said Grant of Right of Way and Temporary Construction Easement to the City of Junction City council for their approval and execution by Mayor Mick McCallister and City Clerk Tyler Ficken. Upon the execution of said Grant and Temporary Construction Easement please have a notary public complete the Acknowledgments. You can either mail the executed Grant of Right of Way and Temporary Construction Easement to me at the address below, or contact me and I'll stop by Junction City Hall office and pick them up.

I appreciate your attention to this matter. If you have questions feel free to contact me in Topeka at (785) 271-3044.

Jeff Rogers, Contract Agent  
Real Estate Services  
ONE Gas, Inc.  
501 SW Gage Blvd.  
Topeka, Kansas 66606

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